

# **FEDERAL OCCUPATIONAL HEALTH REQUEST FOR PROPOSAL**

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## **SECTION A**

### **SOLICITATION/CONTRACT FORM**

NOTE: For Section A, the Offeror is referred to Standard Form 33. Please complete and include in Volume II, Business Proposal. Refer to Section L.7.B of this solicitation.

## SECTION B

### SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1. Brief Description of Services Required

The Contractor shall provide a full range of clinical laboratory services at the Division of Federal Occupational Health (FOH) Service Provision Sites (SPS) and other fixed, mobile, and remote locations and/or private providers, as directed by FOH.

#### B.2. Services and Prices

In accordance with Section C, entitled, "Description/Specifications/Work Statement" and Section F, entitled, "Deliverables or Performance," the Contractor shall provide the laboratory services in accordance with the following Schedule:

##### Schedule

<u>Period</u>	<u>Total (not to exceed) Cost</u>
Base Year (14 months Fiscal Year 2001 and 2002)	\$ _____
Option Year 1 (Fiscal Year 2003)	\$ _____
Option Year 2 (Fiscal Year 2004)	\$ _____
Option Year 3 (Fiscal Year 2005)	\$ _____
Total	\$ _____

##### B.2.1. Other Services

In addition to the full range of clinical laboratory testing services provided for under Section C of this contract and individually priced under Federal Occupational Health Laboratory Test List (Refer to Section J, Attachment A), the Contractor shall provide the following types of other services:

- A. All Other Tests and Biological Analyses Not Listed but Provided by the Laboratory Contractor

FOH SPS health professionals may order other tests and biological analyses which are not included in the laboratory services itemized in the Federal Occupational Health Laboratory Test List (Refer to Section J, Attachment A). Order of these tests and analyses will be done infrequently on an as needed basis. The Contractor shall perform the test when and as ordered by FOH SPS health professionals. Results shall be provided in a

timely manner based upon industry standards. The Contractor shall bill FOH at the Contractor's discount rate. A copy of the Contractor's discount prices for other types of tests and biological analyses shall be included as a separate section of the Contractor's Business Proposal. Updated discount price lists shall be provided 30 days prior to the effective date of the change in discount price list.

The Government anticipates that services provided under this category will NOT EXCEED \$5,000.00 per year for each year of contract performance.

**B. Travel Associated with Phlebotomy Services**

Phlebotomy services shall be available on a scheduled basis for all locations and shall be billed at the fixed price per test provided in the Federal Occupational Health laboratory Test List, Item Number B198 (Refer to Section J, Attachment A). Travel time and mileage costs may be charged depending on location and number of draws. A budget (detailing all associated costs and including estimated travel costs, etc.) shall be submitted by the laboratory and approved by FOH prior to the commencement of this service.

Travel expenses exclusively in direct performance of this contract will be reimbursed in accordance with the established policy of the Contractor, but subject to the following limitations:

1. Travel time associated with these services shall be in accordance with the Contractor's standard commercial business practices.
2. The cost of travel performed by Contractor personnel in their privately owned automobile shall be at the prevailing Government rate.

The Government anticipates that services provided under this category will NOT EXCEED \$5,000.00 per year for each year of contract performance.

**B.3. Consideration**

**A. Total Price**

1. Performance under this contract shall be on a cost reimbursement basis with a fixed price per test schedule for service (Refer to Section J, Attachment A, entitled, "Federal Occupational Health Laboratory Test List"). Services shall be provided when and as ordered by the Government.

2. The Government shall not be obligated to reimburse the Contractor for amounts incurred in excess of the contract amount, and the Contractor shall not be obligated to continue performance under the contract or otherwise incur amounts in excess of the contract, unless and until written notification is received by the Contractor from the Contracting Officer which sets forth a revision of the contract amount. No notice, communication, or representation in any other form, or from any other person other than the Contracting Officer shall effect the amount of this contract.

**B. Prior Authorization of Certain Direct Costs**

1. Purchase Orders and Subcontracts:

Requirements for purchase orders and subcontracts are governed by FAR Clause 52.244-2 (Refer to Section H.6. and Sections I.2 and I.3.)

2. The Contractor shall not incur any of the following costs without the prior written approval of the Contracting Officer. Incurrence of such costs with the intent of claiming reimbursement as direct costs under this contract shall be at the Contractor's own risk, if without such written authorization:
  - (a) Purchase or rental of any item of equipment including, but not limited to, lab equipment; analytical instrumentation or devices; office equipment; Information Technology equipment; or furniture.
  - (b) Any rental agreement for real or personal property, or any term contract for maintenance.
  - (c) Travel for general professional or scientific meetings.
  - (d) Foreign travel.
  - (e) Rearrangement, alteration or relocation of facilities.
  - (f) Stat orders for laboratory services will not be reimbursed.

**C. Obligated Funds**

1. Total obligated funds in the amount of \$ **(to be inserted at the time of contract award)** are available for payment of laboratory services to be provided under this contract.

## SECTION C

### DESCRIPTION/SPECIFICATION/WORK STATEMENT

#### C.1. Background and History

Federal Occupational Health, (FOH), a Division of the U.S. Public Health Service (PHS), Department of Health and Human Services (HHS), performs a full range of occupational health services for federal employees throughout the nation. Occupational health services are provided in a variety of Service Provision Sites (SPS's), including approximately 270 fixed Occupational Health Centers (OHC's) found in the *Federal Occupational Health Sites List* (Refer to Section J, Attachment B) as well as several thousand other fixed, mobile, remote and/or private provider locations throughout the United States including Hawaii, Alaska and Puerto Rico. A full range of clinical laboratory tests is required as part of occupational health services offered at these sites. It is most cost-effective to procure laboratory services on a national basis. The FOH has utilized such a competitively contracted system for more than 20 years and found it to be satisfactory.

The laboratory tests most commonly used by FOH are listed in the *Federal Occupational Health Laboratory Test List* (Refer to Section J, Attachment A). While this list is extensive, it is not exhaustive. On occasion, a Federal employee may become exposed to a substance for which a corresponding test is not listed. In order to assure prompt, appropriate medical investigation and intervention, there must be a mechanism in place for obtaining the pertinent test. In the instances when the test is not one of those included in the enclosed attachment, then FOH will exercise its option to request the laboratory to perform the test. When appropriate, FOH will formally modify the contract to include the test and associated costs.

#### C.2. Purpose

The Contractor shall provide laboratory services for FOH nationwide. The Contractor shall provide all equipment and supplies for the processing of samples; and the Contractor shall provide two hard copy (paper) results to the originating and/or other requesting SPS. The data must also be provided electronically to the FOH national database for clinical services. The format will be provided at the time of award but most likely will be a comma delimited file or standard database such as Access or a Sequel Server Database.

### C.3. Detailed Technical Requirements

The Contractor shall be able to provide phlebotomy services upon request nationwide. These services shall be provided at SPS's designated by the FOH. Designated SPS's may include, but are not be limited to, the Contractor laboratory/draw site, a FOH OHC, other fixed, mobile, remote and private provider SPS's or any location where the FOH is providing services.

The Contractor shall provide *laboratory services* to meet FOH's lab requirements. In performance of this contract, the Contractor shall:

- A. Possess and maintain, for the duration of this contract, current licensure or certification, approved status under, and in compliance with, all applicable federal, state and local laws. This may include, but is not limited to; Medicare regulations; HHS Certification Program for Drug Testing; Clinical Laboratory Improvement Act (CLIA); Department of Transportation Controlled Substance's and Alcoholic Use and Testing Act, and/or any other required certifying, licensing or regulatory entities. All specimens for drug testing must be done in a Substance Abuse and Mental Health Services Administration (SAMSHA) certified laboratory. The above-required approvals apply to the Contractor's laboratory. In general, no subcontracting of specimen processing will be allowed with the exception of highly specialized laboratory tests that are performed on an isolated basis. In this event, processes that ensure standardization must be in place.
- B. Provide equipment and supplies to the requesting facility within five federal working days of the request. Equipment and supplies must include, but are not limited to:
  - 1. A portable tabletop centrifuge,
  - 2. Specimen containers or testing kits,
  - 3. Gloves and other personal protective equipment,
  - 4. Vacutainer holders (disposable is preferred),
  - 5. Needles (**must** make safer engineered sharps e.g. retractable needles, syringes, etc. **available** at all sites and states and is mandated in those states with laws governing this requirement),
  - 6. Sharps containers,
  - 7. Cleansing swabs,
  - 8. Gauze dressings,
  - 9. Tape,
  - 10. Tourniquets,

11. Mailers and mailing labels,
  12. Standard requisition forms for tests and supplies, and
  13. Any other laboratory supplies and equipment as required to procure and process clinical specimens.
- C. The Contractor shall provide replacement or repair of defective centrifuges and other supplies, within five (5) federal working days of notification by the SPS. Maintenance of the centrifuges shall be provided by the Contractor at no additional cost to the Government. All equipment and supplies shall be in accordance with acceptable clinical standards and be in proper working order.
- D. Provide laboratory services to the FOH SPS's identified by FOH. The Government may, as the need arises, add to, or delete from, the list of service provision centers.
- E. Provide all supplies as necessary for the purpose of procuring clinical specimens. Supplies include associated forms and equipment needed for the collection and transport (including mailing costs/courier) of the laboratory specimen. Materials for transport must meet applicable Federal, State, and local requirements for mailing biological specimens. The Contractor shall provide a customized laboratory ordering form limited to the tests identified in the Federal Occupational Health Laboratory Test List, with brief explanation of the components of the following FOH profiles; item A-1 and B-101 (refer to Section J, Attachment A). The form shall include provisions to write in additional tests (additional tests may be added by subsequent contract modification). Test names and associated code numbers shall be standardized, nationwide. To eliminate specimen identification errors, the Contractor shall provide a standardized system that links the laboratory requisition, patient specimen and SPS. The Contractor shall provide all SPS's with laboratory supplies, equipment, centrifuges, manuals, requisitions and technical assistance needed to inaugurate the contract within thirty (30) calendar days of its award.
- F. Provide each SPS, FOH Area Office, and the Project Officer a copy of a customized Manual which lists all the FOH nationally standardized tests, including the: name, test number, specimen requirements, container codes, special handling and collection requirements, test reference ranges, an explanation of each test, an inventory list of supplies and a copy of the forms and requisitions used in the performance of this contract. The Contractor shall provide documented updates of the Manual within ten (10) days of any changes, and annually from the commencement of this contract.
- G. Provide a standard format that is legible, reproducible and of text quality for reporting laboratory results. The reporting format shall include a single, standard form with necessary identifying information, actual results and reference range values so that the information can be electronically interpreted/recorded; it shall also have a brief description of the FOH Profile and each of its components, for reference. In the Manual, the Contractor shall describe procedures used to maintain sample integrity when specimens are obtained/procured/delivered in both routine cases and during a



holiday or weekend, or when special handling is needed.

#### **C.4. Timetable Parameters**

Laboratory results shall be provided to requesting SPS's, in accordance with the timetable below or current professional standards, whichever is more restrictive. The timetable parameters begin at the time when the SPS has the specimen ready for transport and ends when the printed results reach the SPS.

##### **A. Group A**

Basic clinical tests including cytological specimens: within three (3) calendar days or current professional standards, whichever is more restrictive.

##### **B. Group B**

Biological monitoring: within ten (10) calendar days or current professional standards, whichever is more restrictive.

##### **C. Group C**

Urine drug testing: in accordance with DHHS (IRIS) National Laboratory Certification Program standards.

##### **D. Abnormal Test Results**

Abnormal test results shall be reported to the originating SPS within 24 hours of the laboratory determination of the final result, except where regulations, statutes or professional standards indicate otherwise. Abnormal results shall contain a brief explanation on the laboratory report form. Professional consultation between the FOH and a pathologist shall be available by telephone during regular working hours. Pap smears and other cytology services shall follow the examination and reporting standards of the College of American Pathologists (CAP) and/or the American College of Obstetricians and Gynecologists (ACOG), whichever is stricter.

**E. Sampling**

A pathologist shall microscopically review a ten (10) percent random sample of negative (normal) PAP smears; these reviews shall include the individual's previously submitted slides. A Pathologist shall grossly review 100 percent of all abnormal PAP smears (as defined by current professional standards).

**F. Request for All Slides**

All slides are to be obtained by written request and the appropriate consent documents, signed by the patient. A written report of findings shall include a discussion of past cytology slides.

**G. Storage of Pap Slides**

1. Location for archived slides for patients examined through October 1989:  
  
The Homewood Hospital Center  
3100 Wyman Park Drive  
Baltimore, Maryland 21211
2. Location for archived slides for patients examined from October 1989 through May 1990:  
  
Physicians and Surgeons Hospital  
Laboratory Director  
2355 Bolton Road, NW  
Atlanta, Georgia 30318
3. Location of Pap slide storage of patients examined since May 1990 will be obtained through FOH.

**C.5. Maintenance of All Slides**

All cytology slides shall be maintained in accordance with the standards of the American College of Pathologists (ACP) and/or the American College of Obstetricians and Gynecologists (ACOG) (whichever is stricter), secured from unauthorized access or damage and readily retrievable, for a minimum of five (5) years. Upon termination of this contract, or change in the contracting laboratory, all slides shall be made available to the new contracting laboratory, upon properly documented release of information completed by the patient.

If the specimen is unsatisfactory or inadequate for interpretation, the Contractor shall notify the SPS within twenty-four (24) hours of determination.

## **C.6. Reporting Requirements**

### **A. Monthly Statistic Summary Sheet**

The laboratory will prepare a monthly statistical summary sheet, per SPS, grouped by area, for submission to the FOH Project Officer. This summary will include the number of slides read, the breakdown of slides with abnormal results and the number of inadequate slides (Refer to Section F.4., Deliverable Number 7).

### **B. Monthly Quality Control Report**

The Contractor shall provide a monthly quality control report, per SPS site for submission to the FOH project officer. The report will be a ten (10) percent random sample of Laboratory sites used in the delivery of services to FOH. This report shall include, but not be limited to:

1. Documentation of current proficiency results and licensure/certification from the appropriate entities/agencies/programs, as required;
2. A summary table per SPS site, displaying the number of specimens processed, including cytology smears, divided by test name (including elements of a profile), test number, total quantity and total cost;
3. A list of delayed test results, per SPS and corresponding laboratory site, test name, code number and description of the corrective action taken;
4. A list of key personnel who work with this contract, as well as, resumes of newly hired employees whose work is related to the delivery of this contract

## **C.7. Incorporation of Contractor's Proposal**

It is understood and agreed that the Contractor shall, in meeting the requirements of this contract, perform the work in accordance with the Contractor's proposal to the Health Resources and Services Administration for "Clinical Laboratory Services", dated **(to be entered upon contract award)**, as amended on **(to be entered upon contract award)**,

provided, however, that to the extent that any provisions of the articles of this contract are in conflict or inconsistent with any provisions of said proposal, the provisions of the articles of this contract shall be controlling and shall supersede the provisions of said proposal.

## **SECTION D**

### **PACKAGING AND MARKING**

#### **D.1. Marking**

All reports and documentation required as deliverables in accordance with Section F of this contract, shall be marked as follows:

- A. Name of Contractor;
- B. Contract Number; and
- C. Title or Description of the item(s) contained therein.

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

#### **E.1. Inspection and Acceptance**

The Project Officer, as a duly authorized representative of the Contracting Officer, shall assume the responsibilities for monitoring the Contractor's performance, evaluating the quality of services provided by the Contractor, and performing final inspection and acceptance of deliverables.

#### **E.2. FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/facframe.html>

52.246-2      Inspection of Services–Fixed Price (AUG 1996)

52.246-5      Inspection of Services–Cost Reimbursement (APR 1984)

## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

#### **F.1. FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/facframe.html>

52.242-15 Stop Work Order (AUG 1989) Alternate I (APR 1984)

#### **F.2. Period of Performance**

The period of performance shall be a base contract period of fourteen (14) months with three (3) one (1) year options. The period of performance shall commence on the effective date of the contract. It is anticipated that this contract will be awarded by August 1, 2001 and the base contract period of performance will continue through the end of Fiscal Year 2002, which is September 30, 2002.

Options may be exercised in accordance with Federal Acquisition Regulation (FAR) 52.217-9 entitled, "Option to Extend the Term of the Contract." Refer to Section I for additional information pertaining to exercising option years.

#### **F.3. Place of Performance**

Occupational health services are provided in a variety of Service Provision Sites (SPS's), including approximately 270 fixed Occupational Health Centers (OHC's) found in the *Federal Occupational Health Sites List* (Refer to Section J, Attachment B) as well as several thousand other fixed, mobile, remote and/or private provider locations throughout the United States including Hawaii, Alaska and Puerto Rico.

#### **F.4. Articles or Services to be Furnished and/or Delivery Schedule**

The Contractor shall submit the deliverable items in accordance with the schedule provided on the following pages:

### Articles or Services to be Furnished and/or Delivery Schedule

DESCRIPTION	DUE DATE
<b>1. Personnel and Site Certification, Licensures and Insurances as required by Federal State and Local regulations and professional standards.</b>	<b>Monthly; 1 hard copy one electronic copy</b>
<b>2 Report of Equipment and Supplies/Centrifuges delivered to each SPS.</b> These include; all supplies needed for identification, preparation, collection, processing , storage, safe handling and transport (materials for transport must meet applicable Federal, State, and local requirements) and reporting for biological specimens; standardized, customized requisitions limited to the tests indicated in Attachment B; standardized system to correlate the patient, the patients specimen and the requisition to eliminate association errors. The Contractor shall provide all initial supplies and technical assistance within 30 calendar days from the effective date of this contract to all FOH SPS's listed in Attachment A.	<b>Monthly; 1 hard copy one electronic copy</b>
<b>3 One Copy of the Current Manual</b> distributed to each SPS including test names, test numbers, specimen requirements, container codes, handling/collection requirements, reference ranges and key personnel and forms to be utilized.	<b>Within 10 days and annually 1 hard copy to recipients as specified, one electronic copy to project officer</b>
<p><b>4 Results</b> - Provide a list of laboratory sites that have the following <i>delays</i>;</p> <p><i>Abnormals</i> – not reported back to the SPS within 24 hours (or next working day).</p> <p><i>Group A</i> - basic clinical tests including cytological specimens -within 3 calendar days or current professional standards, whichever is more restrictive.</p> <p><i>Group B</i> - biological monitoring -within 10 calendar days or current professional standards, whichever is more restrictive.</p> <p><i>Group C</i> - urine drug testing-in accordance with DHHS (IRIS) National Laboratory Certification Program standards.</p>	<b>Monthly</b>
<b>5 PAP Smears</b> – Total quantity submitted and number of slides read. Pathologists review in accordance with statement of work (Section I-C.7.a.), and <i>slide</i> security and retrieval.	<b>Monthly; 1 hard copy one electronic copy</b>
<b>6 Summary Table, per SPS, of Tests Performed</b> - including test code, element of profile, quantity	<b>Monthly; 1 hard copy one electronic copy</b>



<p><b>7 Billing Summary of Total Costs and Subtotals per SPS including summaries of;</b></p> <p>patient's name, test name, test number, date test ordered - performed - reported and test cost;</p> <p>supplies ordered/delivered per SPS;</p> <p>Phlebotomy services per SPS, and;</p> <p>requested tests that are not identified in Attachment B and associated costs;</p>	<p><b>Monthly 1 hard copy one electronic copy</b></p>
<p><b>8 Provide clinical laboratory, phlebotomy and consultative services to the FOH SPS's. The Government may add to or delete from the list of SPS's, as these sites open and close. The Government will provide at least 10 days notice in advance of any changes.</b></p>	<p>As required</p>

The Contractor will submit one copy of the deliverables to the Contracting Officer, Parklawn Building, Room 13A-19, 5600 Fishers Lane, Rockville, MD 20857 during the periods indicated. A hard copy and an electronic copy shall also be provided to the Project Officer within the same time frame.

## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

#### **G.1. Authorities of Government Personnel**

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this contract:

##### **A. Contracting Officer**

All administration shall be performed by Naomi A. Haney-Ceresa, Contract Specialist, HRSA, Contract Operations Branch, Parklawn Building, Room 13A-19, 5600 Fishers Lane, Rockville, Maryland 20857. All communications pertaining to contractual and/or administrative matters under the contract should be addressed to James L. Quinn, Contracting Officer, at the aforementioned address.

##### **B. Project Officer**

The Project Officer shall be designated on the authority of the Contracting Officer at the time of contract award to monitor all technical aspects of the contract. The type of actions within the purview of the Project Officer's authority are to assure that the Contractor performs the technical requirements of the contract and to notify both the Contractor and the Contracting Officer of any deficiencies observed. A letter of designation shall be issued to both the Project Officer and the Contractor at the time of contract award setting forth, in full, the responsibilities and limitations of the Project Officer.

#### **G.2. Technical Monitoring**

Performance of the work under this contract shall be subject to the technical monitoring of the Project Officer. The term "Technical Monitoring" is defined to include, the following:

- D. Technical directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or assignments, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish contractual scope of work.

- E. Providing information to the Contractor for assistance in the interpretation of drawings, specifications or technical portions of the work description.
- F. Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

Technical direction must be within the general scope of the work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which (i) constitutes an assignment of additional work outside the general scope of the contract; (ii) constitutes a change as defined in the contract clause entitled "Changes;" (iii) in any manner causes an increase in the total contract cost or the time required for contract performance; or (iv) changes any of the expressed terms, conditions, or specifications of the contract.

All technical directions shall be issued in writing by the Project Officer or shall be confirmed by him/her in writing within five (5) working days after issuance.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed within his authority under this provision.

If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in (i) through (iv) above, the Contractor shall not proceed, but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause of the contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."

### **G.3. Post Award Evaluation of Past Performance**

Interim and final evaluations of Contractor performance shall be conducted on this contract in accordance with FAR Subpart 42.15 and HHSAR 342.7002(c)(2)(iv). Upon contract completion, the Government shall complete a final evaluation of the Contractor's performance. The Past Performance Evaluation form (Refer to Section J, Attachment C) will be utilized for these evaluations.

#### **G.4. Submission of Invoices**

The Contractor shall submit monthly invoices including an original and five (5) copies to the following address:

Department of Health and Human Services  
Health Resources Services Administration  
Contract Operations Branch  
Parklawn Building, Room 13A-19  
5600 Fishers Lane  
Rockville, Maryland 20857  
Reference Contract Number: **(to be inserted upon contract award)**

#### **G.5. Invoice Preparation**

The Contractor agrees to include the following minimum information on all invoices:

Contractor's name, invoice number and date;  
Contract number;  
Description, price and quantity of services/products delivered;  
Date of service;  
Payment terms;  
Tax identification number;  
Other substantiating documentation or information as required by the contract;  
Contractor's complete remittance address; and  
Signature of an authorized official certifying that the invoice is correct and proper for payment.

The Contractor shall prepare invoices for services provided under this contract in accordance with the Voucher/Invoicing Instructions provided in Section J, Attachment D of this document.

#### **G.6. Payment Shall be Made by**

Department of Health and Human Services  
Program Support Center, Division of Financial Operations  
Parklawn Building, Room 16A-12  
5600 Fishers Lane  
Rockville, MD 20857  
Telephone Number: (301) 443-3020

#### **G.7. Electronic Funds Transfer**

Pursuant to FAR 52.232-24 Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999), the Contractor shall designate a financial institution for receipt of electronic funds transfer payments. This designation shall be submitted in writing to the finance office set forth in Section I.1., Clause Number 44.

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1. Confidentiality of Information**

Privacy Act - Records management under this contract shall conform to the requirements of the Privacy Act. The Contractor shall be responsible for obtaining blood specimens, picking up samples from SPS, performing analyses, notifying SPS of the results, and billing for these laboratory services utilizing individual patient names. These individually identified records are considered to be under the jurisdiction of FOH and subject to the provisions of the Privacy Act, and will be treated accordingly. Upon termination of this contract for whatever reason, any records utilizing patient names held by the Contractor shall be treated in accordance with applicable Federal and State laws and professional standards.

#### **H.2. Rights in Data**

The Contractor shall be prohibited from publishing or disseminating information resulting from work performed under this contract without prior written approval from the Project Officer

#### **H.3. Ownership of Documents, Materials and Records**

All documents, materials, or records provided to the Contractor, developed or maintained by the Contractor in performance of this contract are deemed to be the property of the Government.

#### **H.4. Government-Furnished Property**

##### **A. General Supplies**

The Contractor shall be responsible for furnishing all general supplies needed in support of projects. The Government will not provide general supplies.

All Contractor-provided supplies and equipment shall meet current Occupational Safety and Health Administration (OSHA) standards at all times during performance of this contract.

## **B. Equipment and Furnishings**

The Contractor shall be responsible for furnishing all equipment and facilities necessary for performance of the contract; however, in some instances, an exception may be granted in writing by the Contracting Officer to furnish Government-owned property or to authorize purchase or rental of equipment. When the Contractor utilizes such Government equipment, the Contractor shall assume responsibility and liability for loss or damage of equipment provided by the Government when caused by other than normal operating usage, and for losses attributable to acts of negligence on the part of the Contractor. Government-furnished equipment or supplies shall be utilized only in direct support of the services specified in the contract. The Contractor is not authorized to utilize Government equipment in support of services other than those specified in the contract.

## **H.5. Personnel**

Consultative laboratory services shall be provided within accepted professional and legal standards and in accordance with this contract.

**A.** All physicians providing services under this contract shall possess and maintain for the duration of the contract:

1. A State license to practice medicine from the State in which the physician maintains a practice;
2. A valid malpractice insurance policy;
3. Board certification in the specialty field of medicine in which services are rendered; and
4. Evidence of proficiency in the areas in which services are rendered.

**B.** All cytotechnologists providing services under this contract shall possess and maintain for the duration of the contract ;

1. Certification by an accepted certifying board, such as the American Society of Clinical Pathologists and/or other certifying or regulatory bodies as appropriate.
2. Evidence of proficiency in Pap smear and other cytological analysis in which service is to be rendered.

**C.** All other laboratory scientists (i.e. toxicologists, medical technologists) shall possess and maintain for the duration of the contract:

1. Evidence of proficiency in the area in which service is to be rendered; and

2. certification and or licensure in the specialty area in which services are to be rendered.

**D.** All laboratories used under this contract shall possess and maintain for the duration of the contract all necessary and applicable State and local licenses and operating certificates. **Note: Some States require specific licensure to perform clinical laboratory services for residents of their States.**

**E. Required Insurance**

All certificates of malpractice and other liability insurance shall be current and set forth the amount of coverage in the policy, which shall be at least the minimum requirements established within the State of contract performance.

Commencement of contract performance and award date will be nearly simultaneous; therefore submission of all required certificates and licenses shall be in accordance with the Technical Proposal Instructions (Refer to Section L.).

**H.6. Subcontracting**

**A. Small Business Subcontracting Plan**

1. The Small Business Subcontracting Plan, dated **(to be entered upon contract award)** is attached and made a part of this contract.
2. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, Utilization of Small Business Concerns, incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR 52.219-16, Liquidated Damages-Subcontracting Plan.

**B. Small Disadvantaged Business (SDB) Participation Plan**

1. The Small Disadvantaged Business (SDB) Participation Plan, dated **(to be entered upon contract award)** is attached hereto and made a part of this contract.



2. In compliance with FAR 52.219-25, Small Disadvantaged Business Participation Program–Disadvantaged Status and Reporting, if this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns. Reporting shall be on Option Form 312, Small Disadvantaged Business Participation Report, or in the Contractor’s own format providing the same information is submitted and shall be submitted on an annual basis and upon completion of the contract. In no event shall the targets identified in the attached SDB Participation Plan be revised without the prior written authorization of the Contracting Officer.
3. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-25, Small Disadvantage Business Participation Program–Disadvantaged Status and Reporting, incorporated in this contract and the attached SDB Participation Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR 52-219-26, Liquidated Damages–Subcontracting Plan.

**C. Subcontracting Reports**

1. The Contractor shall submit the original and one (1) copy of Form SF-294, Subcontracting Report for Individual Contracts in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. In addition, if this contract contains a SDB Participation Plan, the Contractor shall attach a copy of Optional Form (OF)-312, Small Disadvantaged Business Participation Report to the SF-294. Regardless of the effective date of this contract, these reports shall be submitted on the following dates for the entire life of this contract: April 30<sup>th</sup> and October 30<sup>th</sup>. The report shall be sent to: Contracting Officer, Health Resources and Services Administration, Contract Operations Branch, 5600 Fishers Lane, Parklawn Bldg., Room 13A-19, Rockville, MD 20857.
2. The Contract shall submit one (1) copy of Form SF-295, Summary Subcontracting Report in accordance with the instructions on the report as referenced by Public Law 95-507, Section 211. The Summary Subcontracting Report shall be submitted annually on the following date for the entire life of the contract: October 30<sup>th</sup>. The first report shall be submitted after the first full year of the contract in addition to any fractional part of the year in which the contract becomes effective. This report shall be mailed to the following address: Office of Small and Disadvantaged Business Utilization, Department of Health and Human Services, Hubert H. Humphrey Bldg., Room 517-D, 200 Independence Avenue., S.W., Washington, DC 20201.

3. The Contractor shall also send an Information Copy of the SF-295 to the Cognizant Commercial Representative (CMR) at the address provided by the SBA. The Contractor should call the SBA Headquarters in Washington, DC at (202) 205-6475 for the correct address if unknown.

## SECTION I

### CONTRACT CLAUSES

#### I.1. Contract Clauses

The following General Contract Clauses are applicable to all fixed price and cost reimbursement elements of service being performed under this contract:

##### A. Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Contract Clauses

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/facframe.html>

<u>No.</u>	<u>Clause No.</u>	<u>Title and Date</u>
1.	52.202-1	Definitions (OCT 1995)
2.	52.203-3	Gratuities (APR 1984)
3.	52.203-5	Covenant Against Contingent Fees (APR 1984)
4.	52.203-6	Restrictions on Subcontracting Sales to the Government (JUL 1995)
5.	52.203-7	Anti-Kickback Procedures (JUL 1995)
6.	52.203-8	Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
7.	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
8.	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
9.	52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
10.	52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JUL 1995)
11.	52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
12.	52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997)
13.	52.215-12	Subcontractor Cost or Pricing Data (OCT 1997)
14.	52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)

<u>No.</u>	<u>Clause No.</u>	<u>Title and Date</u>
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15. 52.215-18 Reversions or Adjustments of Plans for Postretirement Benefits (PRB) Other than Pensions (OCT 1997)
16. 52.215-19 Notification of Ownership Changes (OCT 1997)
17. 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications (OCT 1997)
18. 52-217-6 Option for Increased Quantity (MAR 1989)
19. 52.217-8 Option to Extend Services
20. 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
  - (a) 60 days
  - (c) 5 years
21. 52.219-8 Utilization of Small Business Concerns (OCT 1999)
22. 52.219-16 Liquidated Damages—Subcontracting Plan (JAN 1999)
23. 52.219-25 Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (OCT 1999)
24. 52.222-3 Convict Labor (AUG 1996)
25. 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
26. 52.222-26 Equal Opportunity (FEB 1999)
27. 52.222-35 Affirmative Action for Special Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
28. 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
29. 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)
30. 52.223-6 Drug-Free Workplace (JAN 1997)
31. 52.223-14 Toxic Chemical Release Reporting (OCT 1996)
32. 52.224-1 Privacy Act Notification (APR 1984)
33. 52.224-2 Privacy Act (APR 1984)
34. 52.225-1 Buy American Act—Balance of Payments Program—Supplies (FEB 2000)
35. 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000)
36. 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (FEB 2000)
37. 52.227-1 Authorization and Consent (FEB 2000)
38. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
39. 52.227-14 Rights in Data—General (JUN 1987)
40. 52.232-17 Interest (JUN 1996)
41. 52.232-23 Assignment of Claims (JAN 1986)
42. 52.232-25 Prompt Payment (JUN 1997) (b) 30<sup>th</sup>
43. 52.232-34 Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (b) no later than 15 days prior to submission of the first request for payment

**No.**      **Clause No.**      **Title and Date**

44. 52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (MAY 1999) (c) Designated Office:  
Department of Health and Human Services  
Program Service Center  
Division of Financial Operations, Attn: ACH Unit  
5600 Fishers Lane, Parklawn Bldg., Room 16A-12  
Rockville, MD 20857  
FAX: (301) 443-0562
45. 52.233-1 Disputes (DEC 1998)
46. 52.237-2 Protection of Government Buildings, Equipment and Vegetation (APR 1984)
47. 52.237-7 Indemnification and Medical Liability Insurance (JAN 1997)  
(a) \$1,000,000 per incident/\$3,000,000 aggregate and \$500,000 per claim errors and omissions coverage and/or state required level of coverage (for legal service)
48. 52.239-1 Privacy or Security Safeguards (AUG 1996)
49. 52.242-13 Bankruptcy (JUL 1995)
50. 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1998)
51. 52.246-25 Limitation of Liability-Services (FEB 1997)
52. 52.251-1 Government Supply Sources (APR 1984)
53. 52.253-1 Computer Generated Forms (JAN 1991)

**B. Department of Health and Human Services Acquisition Regulations (HHSAR) (48 CFR Chapter 3) Clauses**

<u>No.</u>	<u>Clause No.</u>	<u>Title and Date</u>
1.	352.202-1	Definitions (APR 1984)
2.	352.215-12	Restriction of Disclosure and Use of Data (APR 1984)
3.	352.224-70	Confidentiality of Information (APR 1984)
4.	352.232-9	Withholding of Contract Payments (APR 1984)
5.	352.270-6	Publication and Publicity (JUL 1991)
6.	352.370-7	Paperwork Reduction Act (APR 1984)

## **1.2. Fixed Price Contract Clauses**

The following Fixed Rate Contract Clauses are applicable to the fixed price element of services provided under this contract:

### **A. Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Contract Clauses**

<b><u>No.</u></b>	<b><u>Clause No.</u></b>	<b><u>Title and Date</u></b>
1.	52.229-3	Federal, State and Local Taxes (JAN 1991)
2.	52.229-5	Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984)
3.	52.233-3	Protest After Award (AUG 1996)
4.	52.243-1	Changes--Fixed Price (AUG 1987) Alternate II (APR 1984)
5.	52.244-2	Subcontracts (AUG 1998) (e) \$2500
6.	52.249-2	Termination for Convenience of the Government (Fixed Price) (SEP 1996)
7.	52.249-8	Default (Fixed Price Supply and Service) (APR 1984)

## **1.3. Cost-Reimbursement Contract Clauses**

The following Cost-Reimbursement Contract Clauses are applicable to the cost-reimbursement element of services provided under this contract:

### **A. Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Contract Clauses**

<b><u>No.</u></b>	<b><u>Clause No.</u></b>	<b><u>Title and Date</u></b>
1.	52.215-2	Audit and Records--Negotiation (JUN 1999)
2.	52.216-7	Allowable Cost and Payment (MAR 2000)
3.	52.216-8	Fixed Fee (MAR 1997)
4.	52.222-2	Payment for Overtime Premiums (JUL 1990)
5.	52.223-5	Pollution Prevention and Right to Know Information (APR 1998)
6.	52.227-6	Royalty Information (APR 1984)
7.	52.228-7	Insurance--Liability to Third Persons (MAR 1996)
8.	52.230-2	Cost Accounting Standards (APR 1998)
9.	52.230-3	Disclosure and Consistence of Cost Accounting Practices (APR 1998)
10.	52.230-6	Administration of Cost Accounting Standards (NOV 1999)
11.	52.232-9	Limitation on Withholding of Payments (APR 1984)
12.	52.232-18	Availability of Funds (APR 1984)
13.	52.232-20	Limitation of Cost (APR 1984)

<b><u>No.</u></b>	<b><u>Clause No.</u></b>	<b><u>Title and Date</u></b>
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14. 52.233-3 Protest After Award (AUG 1996) Alternate I (JUN 1985)
15. 52.237-3 Continuity of Services (JAN 1991)
16. 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
17. 52.242-3 Penalties for Unallowable Costs (OCT 1995)
18. 52.242-4 Certification of Final Indirect Costs (JAN 1997)
19. 52.243-2 Changes--Cost Reimbursement (AUG 1987) (Alternate II (APR 1984)
20. 52.244-2 Subcontracts (AUG 1998) Alternate II (AUG 1998)  
(e) \$2500
21. 52.244-5 Competition in Subcontracting (DEC 1996)
22. 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts (JAN 1986)
23. 52.249-6 Termination (Cost-Reimbursement) (SEP 1996)
24. 52.249-14 Excusable Delays (APR 1984)

**B. Department of Health and Human Services Acquisition Regulations (HHSAR)  
(48 CFR Chapter 3) Clauses**

<u>No.</u>	<u>Clause No.</u>	<u>Title and Date</u>
1.	352.228-7	Insurance--Liability to Third Persons (DEC 1991)
2.	352.233-70	Litigation and Claims (APR 1984)
3.	352.242-71	Final Decisions on Audit Findings (APR 1984)
4.	352.270-5	Key Personnel (APAR 1984)

## SECTION J

### LIST OF ATTACHMENTS

<b><u>Attachment</u></b>	<b><u>Title</u></b>
Attachment A	Federal Occupational Health Laboratory Test List
Attachment B	Federal Occupational Health Sites List
Attachment C	Past Performance Evaluation Form
Attachment D	Voucher/Invoicing Instructions
Attachment E	Disclosure of Lobbying Activities, SF LLL
Attachment F	Table 15-2 Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data Are Required
Attachment G	DHHS Subcontracting Plan
Attachment H	SDB Participation Plan



## SECTION K

### REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- |     |               |   |
|-----|---------------|---|
| 1.  | FAR 52.203-2  | Certificate of Independent Price Determination  |
| 2.  | FAR 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions           |
| 3.  | FAR 52.204-3  | Taxpayer Identification   |
| 4.  | FAR 52.204-5  | Women-Owned Business (Other than Small Business)  |
| 5.  | FAR 52.209-5  | Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters |
| 6.  | FAR 52.215-6  | Place of Performance  |
| 7.  | FAR 52.219-1  | Small Business Program Representations  |
| 8.  | FAR 52.222-22 | Previous Contracts and Compliance Reports   |
| 9.  | FAR 52.222-25 | Affirmative Action Compliance   |
| 10. | FAR 52.223-13 | Certification of Toxic Chemical Release Reporting   |
| 11. | FAR 52.225-2  | Buy American Act--Balance of Payments Program Certificate   |
| 12. | FAR 52.227-6  | Royalty Information.  |
| 13. | FAR 52.230-1  | Cost Accounting Standards Notices and Certification   |
| 14. | FAR 15.406-2  | Certification of Current Costs or Price Data  |

**TO BE COMPLETED BY THE OFFEROR** (the Representations and Certifications must be executed by an individual authorized to bind the Offeror):

The Offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks on the following pages).

\_\_\_\_\_  
(Name of Offeror)

DFOH-148(1)-NAHC  
(Solicitation Number)

\_\_\_\_\_  
(Signature of Authorized Individual)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed Name of Authorized Individual)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**K.1. FAR 52.203-2 Certificate of Independent Price Determination (APR 1985)**

- (a) The Offeror certifies that--
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to--
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
  - (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
  - (2)
    - (i) Has been authorized, in writing, to act as agent for the following principals that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization);
    - (ii) As an authorized agent, does certify that the principals names in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) of this provision, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.3. FAR 52.204-3 Taxpayer Identification (Oct 1998)**

- (a) Definitions. "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors are required to submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched to the IRS records to verify the accuracy of the Offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

\_\_\_\_\_ TIN: \_\_\_\_\_

\_\_\_\_\_ TIN has been applied for.

\_\_\_\_\_ TIN is not required because:

\_\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

- (e) Type of Organization.

- \_\_\_\_\_ Sole proprietorship;
- \_\_\_\_\_ Partnership;
- \_\_\_\_\_ Corporate entity (not tax-exempt);
- \_\_\_\_\_ Corporate entity (tax-exempt);
- \_\_\_\_\_ Government entity (Federal, State, or local);
- \_\_\_\_\_ Foreign government;
- \_\_\_\_\_ International organization per 26 CFR 1.6049-4;
- \_\_\_\_\_ Other \_\_\_\_\_.

(f) Common Parent.

- \_\_\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- \_\_\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_  
 TIN \_\_\_\_\_

**K.4. FAR 52.204-5 Woman-Owned Business (Other Than Small Business) (MAY 1999)**

- (a) Definition. “Women-owned business concern,” as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation (complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph of (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation). The Offeror represents that it \_\_\_\_\_ is a women-owned business concern.

**K.5. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (JAN 2001)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that -
  - (i) The Offeror and/or any of its Principals -
    - (A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii) (A) The Offeror aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ☐ has not ☐ within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the Offeror has responded affirmatively, the Offeror shall provided additional information if requested by the Contracting Officer; and

(iii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.6. FAR 52.215-6 Place of Performance (OCT 1997)**

- (a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response to request for information.

- (b) If the Offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City, State  
County, Zip Code)

Name and Address of Owner and  
Operator of the Plant or Facility if Other  
Than Offeror or Respondent

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**K.7. FAR 52.219-1 Small Business Program Representations (MAR 2001)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 621511.
- (2) The small business size standard is \$5 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The Offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
- (2) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, as part of its offer that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.
- (4) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.



(5) (Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The Offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) (Complete only if Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZONE small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision—

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with

a disability that is service-connected, as defined in 38 U.S.C. 101(6).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern -

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall –
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and

- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.8. FAR 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)**

The Offeror represents that—

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It( ) has, ( ) has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.9. FAR 52.222-25 Affirmative Action Compliance. (APR 1984)**

The Offeror represents that—

- (a) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.10. FAR 52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 2000)**

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the Offeror certifies that—
  - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
  - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because

each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.11. Buy American Act--Balance of Payments Program Certificate (FEB 2000)**

- (a) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

- (b) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**K.12. FAR 52.227-6 Royalty Information. (APR 1984)**

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
- (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
  - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
  - (5) Percentage or dollar rate of royalty per unit.
  - (6) Unit price of contract item.
  - (7) Number of units.
  - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the Offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

### **K.13. FAR 52.230-1 Cost Accounting Standards Notices and Certification (JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### **I. Disclosure Statement--Cost Accounting Practices and Certification**

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absences of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

\_\_\_\_\_ (1) Certificate of Concurrent Submission of Disclosure Statement.

The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

\_\_\_\_\_ (2) Certificate of Previously Submitted Disclosure Statement.

The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Offeror further certifies that the practices used in estimating costs in pricing its proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

\_\_\_\_\_ (3) Certificate of Monetary Exemption.

The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

\_\_\_\_\_ (4) Certificate of Interim Exemption.

The Offeror hereby certifies that (i) the Offeror first exceeded the monetary

exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## **II. Cost Accounting Standards--Eligibility for Modified Contract Coverage**

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

\_\_\_\_\_ The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

CAUTION: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## **III. Additional Cost Accounting Standards Applicable to Existing Contracts**

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contract and



subcontracts.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

**K.14. FAR 15.406-2 Certification of Current Cost or Pricing Data**

Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR Subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's Representative in support of

\_\_\_\_\_ \* are accurate, complete, and current as of \_\_\_\_\_ \*\*.

This certification includes the cost or pricing data supporting any advanced agreements and forward pricing rate agreements between the Offeror and the Government that are a part of the proposal.

FIRM \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE OF EXECUTION\*\*\* \_\_\_\_\_

\*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP Number).

\*\*Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of the agreement on price.

\*\*\*Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

## **SECTION L**

### **INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

#### **L.1. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision at the following address: <http://www.arnet.gov/far/facframe.html>

##### **A. Federal Acquisition Regulations (FAR) (48 CFR Chapter 1) Contract Provisions**

<b>No.</b>	<b>Provision No.</b>	<b>Title and Date</b>
1.	52.204-6	Data Universal Numbering System (DUNS) Number (JUN 1999)
2.	52.215-1	Instructions to Offerors – Competitive Acquisition (MAR 2001) Alternative I (OCT 1997)
3.	52.215-16	Facilities Capital Cost of Money (OCT 1997)
4.	52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)
5.	52.216-27	Single or Multiple Awards (OCT 1995)
6.	52.219-24	Small Disadvantaged Business Participation Program – Targets (OCT 2000)
7.	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
8.	52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
9.	52.232-38	Submission of Electronic Funds Transfer Information with Offer (MAY 1999)

#### **L.2. FAR 52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of a cost reimbursement type contract with a fixed rate price schedule for service, as established by the price per test, resulting from this solicitation.

### **L.3. FAR 52.233-2 Service of Protest (AUG 1996)**

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Department of Health and Human Services, Health Resources and Services Administration, Contract Operations Branch, 5600 Fishers Lane, Room 13A-19, Rockville, Maryland 20857, Attention: Contracting Officer.
- (b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

### **L.4. Smoke-Free Workplace**

PHS strongly encourages all grant and contract recipients to provide a smoke-free workplace and to promote the nonuse of tobacco products. In addition, Public Law 103-227, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care health care or early childhood development services are provided to children.

### **L.5. Representations and Certifications**

A complete and executed copy of Section K – Representations, Certifications and Other Statements of Offerors, must be included as a separate section of the Offeror's business proposal (Refer to Section L.7.B.3.).

### **L.6. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)**

The Offeror should note that Standard Form LLL, "Disclosure of Lobbying Activities" has been included for use in accordance with FAR 52.203-11 entitled, "Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions" (APR 1991). The provision has been included in full text in Section K.2. of this RFP. The Standard Form LLL is in Section J, Attachment E.

### **L.7. General Proposal Instructions**

The following instructions establish the acceptable minimum requirements for the format and content of proposals. Offerors are directed to the requirements for technical and business proposals to be submitted in accordance with the following instructions.

Technical and business proposals shall be submitted separately and clearly labeled, “Technical Proposal” and “Business Proposal.” Each of the proposals shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. An official authorized to bind the Offeror’s organization must sign the proposal.

A. Volume I - Technical Proposal (specific technical proposal instructions are provided under Section L.9.)

1. Must include a statement indicating whether or not any exceptions are taken to the terms and conditions of the solicitation as part of the proposal transmittal letter. Any exceptions shall include identification of the specific paragraphs and rationale for each exception. Exceptions shall also be noted in the proposal, at the location of the exception.
2. Must not include reference to cost; however, resource information such as data concerning labor hours and categories, materials subcontractor, etc., must be included so that your understanding of the scope of work may be evaluated. It must describe your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions.
3. Must include Past Performance Information (specific past performance information is provided under Section L.10).

B. Volume II - Business Proposal (specific business proposal instructions are provided under Section L.11)

1. Must include a completed Fixed Rate Schedule, Section J, Attachment A, for each contract period (base year and three option years) and one (1) copy of an electronic version in Excell 97 (or latest version).
2. Must be prepared in accordance with Table 15-2 Instructions contained in Section J, Attachment F, unless the Offeror is requesting an exception from submission of Cost or Pricing Data (Refer to Section L. 11).
3. Must include a completed copy of the Standard Form 33 and a complete set of Section K, Representations, Certifications and Other Statements of Offerors.

- C. An original and five (5) copies of Volumes I and II of the Offeror's proposal shall be submitted to:

DHHS/HRSA/DGPM  
Contract Operations Branch  
Parklawn Bldg., Room 13A-19  
5600 Fishers Lane  
Rockville, MD 20857  
Attention: DFOH-148(1)-NAHC

Note: Due to increased building security, all proposals must be delivered through the Parklawn Building Loading Dock located in the rear of the building on Parklawn Drive. After packages have been scanned, Offerors will be instructed to proceed to Room 13A-19. Offerors are advised to allow sufficient time to go through the Loading Dock and arrive at Room 13A-19 prior to the hour specified in Block Number 9 of the Standard Form 33 (Face Page of the Solicitation Document).

- D. It is understood that the Offeror's proposal shall become a part of the official contract file.
- E. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section L and M of this solicitation.
- F. This solicitation does not commit the Government to pay any cost for preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.
- G. Any resultant contract shall include all clauses applicable to the type of contract awarded. Copies of clauses may be obtained by contacting the Contracting Officer or by downloading them from the Internet address provided under Section L.1.

#### **L.8. Alternate Proposals**

Offerors may, at their discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, however, that they also submit a proposal for performance of the work specified in the statement of work. These proposals may be considered if overall performance would be improved or not compromised, and if they are in the best interest of the Government. Alternate proposals, or deviations from any requirement of this solicitation, must be clearly identified.

## **L.9. Technical Proposal Instructions**

The length of the Technical Proposal, except for resumes of personnel and past performance information, is not to exceed 60 pages.

### **A. Understanding of the Project and Approach**

1. Proposals, which merely offer to conduct a program in accordance with the requirements of the Government's statement of work, will not be eligible for award. Offeror's shall provide a statement of the project, scope and purpose of the project in the Offeror's own words to demonstrate a complete understanding of intent and requirements. A copy of the Offeror's mission and philosophy statements should be included.
2. Offerors shall fully describe the proposed technical approach and equipment to be utilized to comply with each of the requirements specified in Section C, Description/Specifications/Work Statement. In addition, the technical approach must include:
  - (a) A description of the centrifuge to be supplied to each health center.
  - (b) A description of the method by which the reference range for each test listed in Section J, Attachment A was established.
  - (c) A customized ordering form which is limited to those tests listed in Section J, Attachment A which are estimated to be ordered 1,000 or more times per year, and which also includes a provision to write in other tests.
  - (d) A draft manual of instructions for specimen collection, handling, and processing of the tests listed in Section J, Attachment A.
  - (e) The Offeror's customer service plan, detailing their approach to answering questions, troubleshooting, and resolving problems.
3. Offerors shall fully describe the administrative approach to be utilized to ensure compliance with invoicing requirements specified in Section G.
4. Offerors shall describe methods for providing phlebotomy services on call, and for pick up, or mailing of specimens. The cost of specimen collection, pick up and mailing should be reflected in the cost of specimen analysis. Cost information should be included in the Offeror's Business Proposal and not a part of the Technical Proposal submission.

5. Offerors should describe whether one or multiple (regional) laboratories are to be used and the scope of services performed at each laboratory. If multiple laboratories are proposed, a description of consolidating billing and the organizational structure which will coordinate these activities must be included Offeror's proposals.

B. Personnel

1. Offerors shall specify the Key Personnel, technical, and administrative personnel who will provide services under this contract. A resume for these individuals, not to exceed six (6) pages per resume, shall be submitted and shall indicate whether they are on the staff of the Offeror, or under other referral arrangement. The Technical Proposal shall include Board Certifications, relevant past experience and expertise, workload, and staff availability. Specific, direct experience and excellence in the respective fields of responsibility will be of particular importance. Refer to Section H. 5. of this solicitation for additional personnel qualifications and requirements.
2. Offerors shall not utilize subcontractors to provide laboratory analysis work under this contract. In order to maintain standardization of services provided to FOH customer organizations on a nationwide basis, under Interagency agreements, which require standardization, subcontracting of laboratory services is prohibited. Courier or other administrative functions may be subcontracted upon approval of the Contracting Officer and Project Officer.
3. Offerors shall clearly specify how the personnel providing services under the contract will operate organizationally, and the name and title of the person who will provide program direction.

C. Corporate Experience

Offerors shall provide the Government with evidence of their ability to provide nationwide phlebotomy and clinical laboratory services equivalent to the requirements of Section C, Description/Specifications/Work Statement. Offerors shall identify, by name and telephone number, representative organizations which are being provided, or have been provided similar, phlebotomy and clinical services on a nationwide basis.

D. Quality Control

Offerors shall describe the Quality Assurance Procedures (QAP) which will be used to assure the achievement of timely and quality performance. Offerors shall fully discuss relevant internal open and blind QAP's and external proficiency testing programs currently in place

**L.10. Past Performance**

Offerors should note that Past Performance relates to the "quality" and how well a Contractor performed the services under a contract. It is not to be confused with Corporate Experience.

- A. Past Performance will be evaluated and used in the source selection decision. Offerors shall include, as a separate section of the Technical Proposal, the following Past Performance information for both the Offeror and all proposed major subcontractors:

A list of the last three (3) contracts completed during the past three (3) years and three (3) current contracts in process that are representative of the Offeror's ability to perform the services described in Section C of this solicitation. Contracts listed may include those entered into with the Federal Government, agencies of state and local governments and commercial customers. Offeror's that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all Key Personnel.

1. Contract title, contract number, contract type, and contract dollar values;
2. Name, address, FAX and telephone number of each contracting organization/customer and name and FAX and telephone number of the Project Officer and Contracting Officer;
3. Date of contract award and period of performance, including original completion date and actual completion date with an explanation for any variance;
4. Discussion of the similarities and differences between this proposed effort and the contracts listed for past performance;
5. Description of contract performance, include a brief description of any problems or delays encountered and any corrective actions taken in regard to either cost, schedule, or performance.



- B. Offerors shall also discuss their experience with termination actions over the past three (3) years and identify and explain any contract termination for default or convenience of the Government, and the reasons why such actions were taken by the Government.
- C. Offerors will be evaluated on their performance under existing and prior contracts for relevant services. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the acquisition under consideration.
- D. The Government is not required to contact all references provided by the Offeror. Also, references other than those identified by the Offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the Offeror's Past Performance. Information/evaluation of Past Performance will be randomly requested from references or other sources known to the Government utilizing the Past Performance Information Survey Questionnaire provided in Section J, Attachment C.
- E. Offerors will have an opportunity to discuss negative Past Performance information obtained by references. However, names and individuals providing reference information about the Offeror's Past performance shall not be disclosed.

#### **L.11. Business Proposal Instructions**

The Business Proposal shall be prepared in the following format:

- A. Federal Occupational Health Laboratory Test List
  - 1. Offerors shall complete the Federal Occupational Health laboratory Test List provided in Section J, Attachment A for the base contract period and option years one (1) through three (3). This section of the Business Proposal must also include the following information:
    - (a) Specify the cost per laboratory test (Refer to Section J, Attachment A); estimated volumes per test are identified (this unit cost figure must be inclusive of all equipment, supplies and processes needed for the identification, preparation, collection, processing, storage, safe handling, transport and reporting of the test); **(Note: Offerors must also supply an electronic copy of this format in Excel 97 or latest version.)**
    - (b) Contain a template of the nationally standardized, customized requisition, and reporting format that complies with the standards set forth in this solicitation;

- (c) Identify and explain the system which links the patient specimen and the laboratory requisition;
- (d) Document a credible plan for the initial distribution of laboratory supplies to all SPS's upon acceptance of this contract;
- (e) Provide documented assurance of required certifications and licensures required; and
- (f) Identify quality assurance measures to be used in the performance of this contract.

## B. Cost and Pricing Data

Offerors, at a minimum, must submit cost proposals fully supported by cost and pricing data in sufficient detail to allow a complete cost analysis which establishes the reasonableness of the proposed costs. Refer to Section J, Attachment G.

### 1. Additional Instructions

- (a) The cost for individual elements, such as analytical studies, reports, etc., shall be itemized. The Offeror shall provide the following detail as part of the cost proposal in addition to any other requirements for cost detail required by this solicitation.

- (1) For labor estimates, the current hourly rates, all Offerors are required to provide copies of actual payroll records for those individuals identified as direct labor. As an alternative to actual payroll records, the Chief Financial Officer, Controller, or primary individual in charge of accounting/finance shall provide a separate letter, as part of the business proposal, identifying and certifying the proposed rates.

For proposed labor rate increases, the Offeror shall provide the rationale for the proposed increases. At a minimum, the Offeror shall provide a statement or analysis explaining their organization's historical salary increases.

- (2) If the organization does not have an established indirect cost rate, supporting information for any quoted rate should be submitted. Indirect cost rates proposed for on-site (work performed at Government-provided location) and off-site (work provided at the Contractor's establishment) should be indicated clearly and applied to the budget calculation. Upon request, all Offerors, including those Offerors with negotiated rate agreements, should be prepared to provide detailed

information utilized in the development of the indirect cost pools and associates cost elements.

- (3) Where travel is proposed, the contemplated itineraries, method of travel, and period of travel should be shown. The Offeror shall indicate whether the estimated costs include such offsets as cash discounts, trade discounts, rebates, or allowances, etc. As applicable, the Offeror shall identify any pre-existing relationship with a travel agency that is being used to provide the estimates.
  - (4) The basis for estimates for material, supplies, equipment, etc. should be explained.
- (b) The estimated cost of each phase, if applicable, or segment of the offered performance shall be itemized.
  - (c) Inasmuch as it may be necessary to authorize performance of the project by phases or a group of phases, the extent that these phases are severable should be indicated together with the effect, if any, of such severance upon the estimated cost.
  - (d) In order to evaluate all Offerors equally, the Government requests that Offerors prepare cost proposals without consideration of any Government furnishings and supplies currently in their possession. Upon contract award, the Government will determine the disposition/usage of any Government furnishings/property.

C. Exemption From Submission of Cost and Pricing Data

Offerors may request an exemption from submission of Cost or Pricing Data based upon the following exceptions provided in FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data (OCT 1997):

- 1. Exceptions from cost or pricing data.
  - (a) In lieu of submitting cost or pricing data, Offerors may submit a written request for exception by submitting the information

described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

- (1) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a Governmental body, attach a copy of the relevant document, unless it was previously submitted to the Contracting Officer.
- (2) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—
  - (i) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., whole sale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
  - (ii) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount and applicable discounts. In addition, describe the nature of the market;
  - (iii) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

- (b) The Offeror grants the Contracting Officer, or an authorized representative, the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.
- 2. Requirements for Cost or Pricing Data. If the Offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
  - (a) The Offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
  - (b) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current cost or Pricing Data as prescribed by FAR 15.406-2.
- 3. Offerors requesting and being granted an exemption from submission of Cost and Pricing Data as described in Section L.11.C.1., shall submit the following Information Other Than Cost or Pricing Data:
  - (a) The Offeror, at a minimum, shall submit a cost proposal fully supported by documentation adequate to establish the reasonableness of the proposed amount using a format similar to that shown in Section J, Attachment F. The information must be in sufficient detail to allow a complete cost analysis. The cost proposal shall provide information that is adequate to validate that the proposed costs are consistent with the technical proposal; provide information to support an analysis of proposed material cost; and provide supporting information such as explanations or supporting rationale as needed to permit the Contracting Officer to evaluate proposed costs.
  - (b) The Offeror should itemize the cost for each period of performance.
  - (c) Direct labor cost estimates shall be supported with breakdown of the major functional areas, including the number of person-hours and applicable actual or average hourly rates. The Offeror must submit proposed wages, salary rate schedules and plan for any additional compensation resulting from employee relations, profit sharing, pension or health and welfare benefits. Indicate whether current rates or escalated rates are used. If escalation is included, state the percent and

methodology, e.g., annual flat rate applied to a base rate as of a specific date or a midpoint rate for the period of performance. Salary increases that are anticipated during the performance of the resultant contract must be claimed under the contract.

State whether any additional direct labor (new hires) will be required during the period of performance. If so, indicate the number of positions to be filled and the anticipated date of hire. Also, specify the month and day on which your fiscal year commences. The Offeror shall also state the hourly overtime premium rate to be paid for all direct labor proposed, if overtime is applicable.

- (d) Other Direct Costs shall include estimated costs for all other direct costs associated with providing these types of services to other organizations. A complete explanation for each Other Direct Cost detailing the rationale used in developing the estimated cost must be included.

D. Administrative and Management Data

The information detailed below must be included in the business proposal of all Offerors submitting proposal(s) in response to any of the requirements of this solicitation.

1. The Offeror, at a minimum, must submit the following information in sufficient detail to allow a complete analysis of the Offeror's management capabilities and responsibility:
  - (a) Financial capability to perform the scope of work.
  - (b) Capability to meet delivery or performance schedules.
  - (c) An Executive Overview of the Offeror's Past Performance.
  - (d) Possession of necessary organization, experience, and technical skills to perform the work, or the ability to obtain them.
  - (e) Possession of required facilities and equipment.
  - (f) Copy of the current agreement on indirect cost rates.
  - (g) Discussion on the extent of proposed subcontracting with small, disadvantaged, and woman-owned business enterprises.
2. The Offeror must stipulate that the proposal is predicated upon all the terms and conditions of this solicitation. In addition, the proposal must contain a

statement to the effect that it is firm for a period of at least 90 days from the date of receipt by the Government.

3. It is HHS policy that Contractors provide all equipment and facilities necessary for performance of contracts.
4. The Offeror must identify all Government-owned property in their possession and all property acquired with Federal funds, to which the Offeror has title, that is proposed to be used in the performance of the prospective contract.
5. The management and control of Government-owned property must be in accordance with the HHS Publication OS74-115 entitled, "Control of Property in Possession of Contractors."
6. In order to determine the financial capability of the Offeror, the following information shall be provided:
  - (a) If applicable, the point of contact, name, and address of the cognizant Government audit agency.
  - (b) Copy of the most recent audited financial statements. If audited statements do not exist, copies of the past three (3) years of IRS Federal Tax Filings should be submitted.
  - (c) Copy of the most recent audit conducted in accordance with OMB A-133 or OMB A-21, if applicable.
  - (d) A description of the Offeror's accounting system and established internal controls. The Offeror may be requested to provide a recent audit which indicates the acceptability of the accounting system and internal controls.
  - (e) Identify any Lines-of-Credit and amounts established with lending institutions (actual letter shall be provided). The Offeror shall be prepared to answer questions concerning financial resources and working capital.
  - (f) Failure to establish financial capability will result in the proposal being excluded from consideration.
  - (g) Other pertinent business and administrative information may also be requested by the Government if such information is considered necessary for proposal evaluation.

E. DHHS Subcontracting Plan

Offerors must submit a subcontracting plan as required in FAR Part 19.702 for negotiated acquisitions expected to exceed \$500,000 and which have potential subcontracting opportunities (Refer to Section J, Attachment G).

F. Small Disadvantaged Business Participation Plan

1. In accordance with FAR Part 15.304(c)4, the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract shall be evaluated. The plan entitled, Small Disadvantaged Business Participation Plan (Refer to Section J, Attachment H) will be evaluated in accordance with in Section M of this solicitation. If targets are proposed, they will be incorporated into, and become part of, any resulting contract.
2. Offerors shall submit information on SDB participation in one clearly marked section of their business proposal. (NOTE: This is a separate requirement from that of a Subcontracting Plan). The SDB plan describes the extent of participation of SDB concerns in performance of the contract. This can include joint ventures, teaming arrangements, subcontracts and participation in performance of the contract expected to be performed by SDB concerns at the prime contract level. Offerors must include in their plan the information that addresses the subfactors entitled "Small Disadvantaged Business Participation Factor" in Section M.
3. SDB participation information will be used as an evaluation factor against which Offerors' relative rankings will be compared to assure the best value to the Government. If subcontractors are proposed, Offerors shall include a commitment letter from the subcontractor detailing the following:
  - a. Willingness to perform as a subcontractor for specific duties (list the duties).
  - b. What priority the work will be given and how it will relate to other work.
  - c. The amount of time and facilities available to this project.
  - d. Information on their cognizant field audit offices.
  - e. How rights to publications and patents are to be handled.
  - f. A complete cost proposal in the same format as the Offeror's cost proposal.
  - g. For each subcontract over \$500,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of



competition, and bases for establishing source and reasonableness of price, as well as the result of review and evaluation of subcontract proposals when required.

4. The Offeror's Small Disadvantaged Business (SDB) Participation Plan will be evaluated before determination of the competitive range.
5.
  - (a) The evaluation of the Offeror's SDB Participation Plan will be based on information obtained from the plan provided by the Offeror (which should contain information as detailed in FAR Part 19.1202-3, such as to the extent to which SDB concerns are specifically identified, the extent of commitment to use SDB concerns (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones), the complexity and variety of the work SDB concerns are to perform, the realism of the proposal, past performance of Offerors in complying with subcontracting plan goals for SDB concerns, and the extent of participation of SDB concerns in terms of the value of the total acquisition, other relevant information obtained from SDB concerns, and any information supplied by the Offeror concerning problems encountered in SDB participation.
  - (b) Evaluation of the SDB Participation Plan will be a subjective assessment based on consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the Offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform as the prime Contractor.

- (c) The assessment of the Offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the Offeror and the other competitors. Thus, an Offeror with an exceptional record of participation with SDB concerns may receive a more favorable evaluation than another whose record is acceptable. In order for a small disadvantaged business concern submitting a proposal as a prime to receive consideration, it must also offer a SDB Participation Subcontracting Plan.

## **SECTION M**

### **EVALUATION FACTORS FOR AWARD**

#### **M.1. General**

In order for proposals to be considered acceptable and eligible for evaluation, they must be prepared in accordance with, and in compliance with, the instructions provided in Section L of this solicitation.

Proposals which merely offer to conduct a program in accordance with the requirements of the Government's statement of work will not be considered technically acceptable or eligible for an award.

#### **M.2. Award/Selection Criteria**

##### **A. Award**

The technical proposal (including the SDB Participation Plan) will receive paramount consideration in the selection of the contractor(s) for this acquisition, although past performance and cost/price will also be considered. In the event that the technical evaluation reveals that two or more Offerors have submitted technically equivalent proposals, then the past performance and cost/price will become paramount. In any event, the Government reserves the right to make an award which will be most advantageous to the Government, considering technical merit, cost, and other factors considered.

##### **B. Selection**

1. The acceptability or unacceptability of the technical portion of each Offeror's proposal will be based upon an evaluation by a Technical Evaluation Panel (TEP). The TEP will evaluate each proposal in strict conformity with the evaluation criteria of the solicitation, utilizing point scores and written critiques. The TEP may request that the Contracting Officer obtain clarifying information from an Offeror.
2. The Contracting Officer will evaluate past performance information independent of the evaluation of technical proposals and will be conducted on those Offerors determined to be technically acceptable. Past performance will be evaluated in accordance with Section M.

3. The Contracting Officer/Specialist will, in concert with program staff, decide which proposals are in the competitive range. Based on the ratings of each proposal against all evaluation criteria, the Contracting Officer may establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency (if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit the efficient competition among the most highly rated proposals).

It is intended that oral or written discussions will be conducted with all Offerors in the competitive range. All aspects of the proposals are subject to discussions, including cost, technical approach, and contractual terms and conditions. However, the Government reserves the right to make award without further discussions of the proposals received. Therefore, it is important that your proposal be submitted initially on the most favorable terms from both the technical and cost standpoints.

### **M.3. Technical Evaluation**

The technical evaluation will be based on the demonstrated capabilities of the Offerors in relation to the needs of the project as set forth in the solicitation. The merits of the proposal will be evaluated carefully based upon the following evaluation criteria:

- |    |  |             |
|----|--|-------------|
| A. | Understanding of the Project and Approach  | (30 points) |
|    | 1. Understanding of the Project  | (5 points)  |
|    | 2. Technical Approach  | (15 points) |
|    | 3. Administrative Approach   | (10 points) |
| B. | Personnel  | (10 points) |
|    | 1. Key Personnel (including non-laboratory subcontractors)   | (5 points)  |
|    | 2. Organizational Structure  | (5 points)  |
| C. | Experience   | (30 points) |
|    | Demonstrated evidence of capability to provide high quality, standardized, clinical laboratory services nationwide |             |

D. Quality Control (30 points)

1. Internal Quality Assurance Program (15 points)
2. External Proficiency Testing (15 points)

Total Points 100

**NOTE:** The technical evaluation criteria A through D above, (100 points) will be evaluated by a Technical Evaluation Panel (TEP), who will also recommend the technical acceptability or unacceptability of the proposal; criteria E entitled, "Small Disadvantaged Business Participation Plan" (5 additional points) will be evaluated by HRSA staff. The SDB Participation plan will be evaluated prior to determining the competitive range. In order to receive additional consideration for submission of a SDB Participation Plan: (a) Large businesses must propose SDB(s) who are determined to be SDB(s) for the tasks they are proposed to accomplish; and (b) Small disadvantaged businesses, responding to this solicitation as a prime contractor, must also submit a SDB Participation Subcontracting Plan.

E. Small Disadvantaged Business Participation Plan (5 points)

The evaluation will be based on information obtained from the plan provided by the Offeror, sources of past performance information (both those provided by the Offeror and others identified by the Government), the realism of the proposal, other relevant information obtained from SDB concerns, and any information supplied by the Offeror concerning problems encountered in SDB participation. The evaluation of the SDB Participation Plan will be a subjective assessment based on consideration of all relevant facts and circumstances. The Government is seeking to determine whether the Offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform as the prime Contractor.

The assessment of the Offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the Offeror and the other competitors.

Offerors will be evaluated on the following weighted subfactors:

1. Commitment to use SDB(s) (2 points)

The extent of an Offeror's commitment to use SDB concerns. Commitment should be as specific as possible, i.e., are subcontract arrangements already in place, letters of commitment, etc. Specific SDB concerns must be identified with points of contact and telephone numbers. Enforceable commitments will be weighted more heavily than non-enforceable commitments.

Targets expressed as dollars and/or percentage of total contract value for each SDB participating will be incorporated into and become part of any resulting contract. The extent of participation of all SDB concerns in terms of the value of the total acquisition must be identified.

NOTE: Targets as expressed in dollars and/or percentages of total contract value will be judged based on findings of technical merit by the Technical Evaluation Panel, and on findings by the Contracting Officer that proposed costs are fair, reasonable, and realistic. Additional points will not be given simply for higher dollars or percentages of work going to SDBs.

3. Complexity and Variety of Work (1 point)

Greater weight will be given for arrangements where the SDB concern shall be performing a greater variety of work, and work of greater complexity.

4. Cost/Price Reasonableness (1 point)

Proposed Cost/Price will be evaluated to determine fairness, reasonableness, and realism of costs proposed by SDBs for the work they will perform.

5. Past Performance (1 point)

Past performance of the Offeror in complying with subcontracting plans for SDB concerns. An Offeror with an exceptional record of participation with SDB concerns will receive a more favorable evaluation than another whose record is acceptable.

#### **M.4. Past Performance Evaluation**

A. General

The Offeror's past performance will be evaluated after completion of the technical evaluation. Only those Offerors determined technically acceptable will be evaluated for Past Performance.

The Past Performance evaluation will be based on information obtained from references provided by the Offeror, as well as other relevant past performance information obtained from other sources known to the Government.

In the event the Government receives a proposal from an Offeror who does not have a Past Performance record, the Government will assess a "neutral" Past Performance rating (as shown in the evaluation scheme below).

The Government will assess the relative risks associated with each technically acceptable Offeror. Performance risks are those associated with an Offeror's likelihood of success in performing the acquisition requirements as indicated by the Offeror's record of Past Performance.

The assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an Offeror's performance on a list of contracts, but rather the product of subjective judgement by the Government after it considers all available and relevant information.

#### B. Evaluation Scheme

When assessing performance risks, the Government will focus on the past performance of the Offeror as it relates to all acquisition requirements, such as cost, schedule and performance, including standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and a business-like concern for the interest of the customer. The following past performance ratings shall apply:

+2	<u>Excellent</u>	Based on the Offeror's performance record, no doubt exists that the Offeror will successfully perform the required effort. A significant majority of sources of information are consistently firm in stating that the Offeror's performance was superior and that they would unhesitatingly do business with the Offeror again.
+1	<u>Good</u>	Based on the Offerors performance record, little doubt exists that the Offeror will successfully perform the required effort. Most sources of information state that the Offeror's performance was good, better than average, etc., that they would do business with the Offeror again.
0	<u>None</u>	No past performance history identifiable - neutral rating.
-1	<u>Marginal</u>	Based on the Offeror's performance record, some doubt exists that the Offeror will successfully perform the required effort. Many sources of information make unfavorable reports about the Offeror's performance and express concern about doing business with the Offeror again.
-2	<u>Poor</u>	Based on the Offeror's performance record, serious doubt

exists that the Offeror will successfully perform the required effort. A significant majority of sources of information consistently stated that the Offeror's performance was entirely unsatisfactory and that they would not do business with the Offeror again.

Past Performance ratings will be used in conjunction with technical and business proposal evaluation to determine the competitive range.

**M.5. FAR 52.217-5 Evaluation of Options (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).